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Prepared By: Todd Vulgar

201 S, State Street Hampshire, IL 60140

Recording Requested by: LSI When Recorded Mail to: Custom Recording Solutions 2550 N. Red Hill Ave. Santa Ana, CA 92705 800-756-3524

CRS# 7918907

Doc#: 1010313069 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/13/2010 03:10 PM Pg: 1 of 5

Subordination of Mortgage Agreement

APN: 16-01-231-055-0000

COOK COUNTY C/OTH'S OFFICE

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SUBORDINATION

OF MORTGAGE

AGREEMENT

00000000000180282 FUU4 *
This Agreement is by and between Welle Favgo Bank N.A. (the "Lender"), and First American
This Agreement is by and between
Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:
balik (PAB). Based on the representations and are
GILBERT ACEVEDO (collectively "Bor.cwer") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$235,374.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"): Property Address: 2631 : 10st Crystal Avanue, Chicago II 60622
property Anares: 2631 Care a grant Market Care and otherwise defined in
Definitions. The following words shall have the following meanings when used in this Agreement. Terms not outerwise defined in
this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.
this Agreement shall have the incarings attributed to but 177711 in the

"FAB Lien" means that certain Mortgage affecting the Premises dated 10/07/2006 and recorded in COOK County, Illinois as Document No. 0700910028, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$12,100.00. Recording weta: 1-9-2007

"New Lien" means that certain Mortgage affecting the Premises dated 3-31-2010, made by Borrower to Lender to secure a certain Note in the principal amount of \$235,374.00, with interest at the rate of _____% per annum, payable in monthly installments and continuing until on the first day of every month beginning entire balance of principal and interest remaining unpaid shall be due and payabl: second with mortgage

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENLER IN THE PRINCIPAL AMOUNT OF \$235,374.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

Default By Borrower. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

Duration and Termination. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

APN#: 16-01-231-055-0000

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[LENDER]

Address: 1525 WT Harris

charlotte NX

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of February 18, 2010

FIRST AMERI

Βý Name:

Subordination, Specialist Title: Address: 80 Stratford Drive

Bloomingdale, IL 69108

STATE OF ILLINOIS

COUNTY OF DUPAGE

Notary Public

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Todd Vuglar personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First Amarican Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day, February 18, 2010

Brandon Cotio

THIS INSTRUMENT PREPARED BY: Todd Vuglar

Mail To:

Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 2550 N. Redhill Ave. Santa Ana, CA. 92705 800-756-3524 Ext. 5011

OFFICIAL SEAL **BRANDON COTIE**

Sunt Conts Office Notary Public - State of Illinois My Commission Expires Feb 06, 2011

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NOTARY ACKNOWLEDGEMENT FORM

STATE OF: North Counting
COUNTY OF: Wecklenburg
on Feb. 25, 2010 bordene Marcia & Buton, Notary Rublic (Name, Title of Officer)
(Name, Title of Officer)
personally appeared Kristy Kaufman
4

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the wir in instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized cr.pacity(ies), and that by his her/their eha. signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Motary public).
My Commission Expires; 4/16/11
Marcia Y. Burton

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Order ID: 7918907

Loan No.: 0120486956

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 13 in Block 8 in Fumboldt Park Residence Associations Subdivision of the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel Number:

(\$-01-231-055-0000